

SETTLEMENT AGREEMENT

This Agreement is made this ____ day of February, 2004, between **Blacks United For Lasting Leadership, Inc. ("BULL")**, a not-for-profit Louisiana corporation, and **Word of Life Ministries, Inc. ("WORD")**, a not-for-profit Louisiana corporation.

WITNESSETH:

WHEREAS, the following parties have mutually exclusive applications for a new low power FM station on Channel 247 in Shreveport, Louisiana:

- (1) WORD (File No. BNPL-20000608AFN); and,
- (2) BULL (File No. BNPL-20000605ALU);

WHEREAS, BULL and WORD desire to resolve the mutual exclusivity;

WHEREAS, BULL and WORD did not file their respective applications for the purpose of reaching this Agreement;

WHEREAS, BULL desires to modify its application by amending its proposed facilities to specify the tower coordinates proposed in WORD's application;

WHEREAS, BULL and WORD have each signed affidavits in compliance with 47 CFR §73.3525, which are attached hereto as Exhibit 1;

WHEREAS, each of the applicants believes that the public interest would be served if the mutual exclusivity is resolved, since this would conserve the resources of both the Federal Communications Commission ("Commission") and the parties and hasten inauguration of a new low-power radio stations;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set out below, the parties agree to the following:

1. Channel 247, Shreveport, Louisiana.

(a) Covenant by WORD. In exchange for the covenants of BULL herein, and contingent on approval of this Agreement and contingent on grant of the BULL application as amended to specify the tower site proposed in the WORD application by the Commission, WORD agrees to dismiss its application for Channel 247 in Shreveport, Louisiana.

(b) Covenant by BULL. In exchange for the covenants of WORD herein, and contingent on approval of this Agreement by the Commission, BULL agrees to pay WORD its expenses related to its application, which are \$7,977.34, as itemized in Exhibit 2.

2. Joint Request for Approval of Settlement Agreement. Within the period prescribed by the Commission's rules, the parties shall jointly request in writing ("Joint Request") that the Commission do all of the following:

- (a) approve the terms of this Settlement Agreement;
- (b) grant of the BULL application for Channel 247 in Shreveport, Louisiana, as amended to specify the tower site proposed in the WORD Application (the "Prevailing Applicant");
- (c) dismiss the applications of WORD for Channel 247 in Shreveport, Louisiana. Such dismissal to become effective only upon finality of approval of this Settlement Agreement.

The parties shall promptly cause the preparation of all documentation necessary to properly support said Joint Request. Each party shall fully cooperate with the other and the Commission by expeditiously and completely providing the other or the Commission with any additional information reasonably requested. No party shall take any action designed to, or which might cause, denial of approval of the Settlement Agreement. Should the Commission or its delegatee refuse to approve the Settlement Agreement, the parties shall examine the objections of the Commission and promptly make individual and joint good faith efforts to resolve all objections in order that the Settlement Agreement may be resubmitted to the Commission for approval.

3. Remedies on Default. In the event that any party is in default in the performance of the terms of this Agreement, the other parties shall have available to it all remedies to which it is entitled under Louisiana law or equity including, but not limited to, injunctive relief or specific performance. The parties agree that the covenants of parties relate to assets, which are unique and irreplaceable, and that there is no adequate remedy at law for a default. In the event of a default by any party, the defaulting party will pay the reasonable attorneys' fees incurred by the other party in prosecuting a suit for enforcement of the Agreement.

4. Integration. The Settlement Agreements and other Agreements incorporated therein contain the entire understanding of the parties with respect to the subject matter, and supersede all previous oral or written agreements or understandings. This Agreement may be amended only by a written document executed by both parties.

5. Counterpart Signatures. This Agreement may be executed by the parties in counterpart with the same effect as if the signatures to both counterpart pages were upon the same copy of the Agreement.

6. Termination. In the event that the Commission or its delegatee has not approved this Settlement Agreement and grant of the Prevailing Application has not become final, no longer subject to administrative or judicial review, within one (1) year of the date hereof, then any party, upon written notice to the other party, may terminate this Agreement.

7. Construction. This Agreement shall be governed and construed under the laws of Louisiana and the rules, regulations and policies of the Commission.

8. **Assignment.** This Agreement shall be binding and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

9. **Notices.** Any notices or other communications shall be in writing unless otherwise stated, and shall be considered to have been duly given when deposited into United States certified mail, postage paid, return receipt requested, as follows:

- (a) If to BULL, to:
James Pannell, President
Blacks United for Lasting Leadership
2230 Jewella Avenue
Shreveport, Louisiana 71109
- (b) If to WORD,, to:
Rev. Sam Carr, President
Word of Life Ministries, Inc.
P.O. Box 18862
Shreveport, Louisiana 71109

cc: A. Wray Fitch III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, Seventh Floor
McLean, VA 22102

10. **Good Faith.** BULL represents and warrants that it is legally, technically, financially and otherwise qualified to obtain a construction permit from the FCC, and that it does not know of any facts which would disqualify them under the Communications Act of 1934, as amended, from owning and operating a low power radio station. BULL further warrants and represents that, should any such facts come to its attention, it will promptly notify WORD and use its best efforts to attempt to remove such disqualification. BULL further represents and warrants that it will continue to prosecute its application in good faith and will seek prompt issuance of a grant of its application by the FCC and the subsequent issuance of the construction permit. BULL represents and warrants that it will file a modification application simultaneously with the filing of this Settlement Agreement with the Commission to amend its proposed tower site to the site proposed in WORD's application.

11. **Authority.** Each party represents that it has full legal authority to enter into and perform its obligations under this Agreement.

12. **Captions.** The captions of the various paragraphs of this Agreement have been inserted only for the purpose of convenience; such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective on the date mentioned above.

Date

James Pannell, President
Blacks United for Lasting Leadership

Date

Rev. Sam M. Carr, President
Word of Life Ministries, Inc.